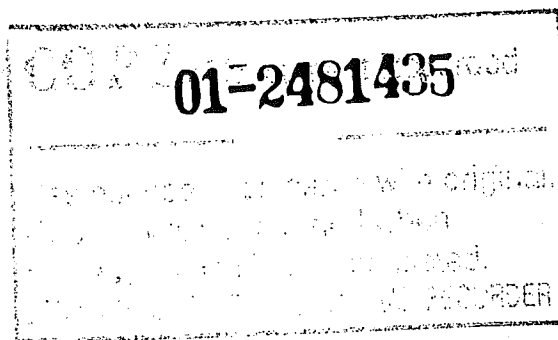


WHEN RECORDED RETURN TO:

LOMITA PARTNERS, LLC
c/o Heartland Investments
433 N. Camden Dr., Suite 820
Beverly Hills, CA 90210



(Space Above Line For Recorder's Use)

**MEMORANDUM OF ENVIRONMENTAL INDEMNIFICATION, REMEDIATION,
ACCESS, USE AND WAIVER OF CLAIMS AGREEMENT**

This Memorandum of ENVIRONMENTAL INDEMNIFICATION, REMEDIATION, ACCESS, USE AND WAIVER OF CLAIMS AGREEMENT (this "Memorandum of Agreement"), dated as of December 27, 2001, is made by LOMITA PARTNERS, LLC, a California limited liability company (hereinafter "Buyer"), and BOEING ELECTRON DYNAMIC DEVICES, INC., a Delaware corporation (hereinafter "Seller").

PLEASE TAKE NOTICE THAT:

A. Buyer and Seller are parties to that certain ENVIRONMENTAL INDEMNIFICATION, REMEDIATION, ACCESS, USE AND WAIVER OF CLAIMS AGREEMENT, dated December 27, 2001 (the "Agreement").

B. Pursuant to the Agreement, Seller has agreed to perform certain environmental remediation activities on certain real property in the City of Torrance, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto (the "Property").

C. The Agreement, among other things, (i) grants to Seller and its successors and assigns certain access and use rights with respect to the Property, including, without limitation, the right to enter upon the Property to perform environmental remediation activities, as more particularly described in the Agreement, and (ii) provides for indemnification of certain claims to a limited number of persons or entities that acquire title or other interests in or related to the Property, as more particularly described in the Agreement. The Agreement commenced on the date first written above and shall continue until it has been conclusively determined that each and all of Seller's obligations under the Agreement have been fully and finally performed

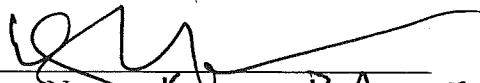
D. Buyer and Seller wish to record this Memorandum of Agreement as notification to the world of the existence of the Agreement. Any person or entity acquiring title to the Property (a "Successor") shall be deemed bound by all of the terms and conditions of the Agreement, the terms of which are hereby incorporated herein by this reference. Buyer and Seller each shall maintain a fully executed copy of the Agreement and shall provide same to bona fide interested parties upon reasonable written request, provided that such parties execute a confidentiality agreement reasonably satisfactory to Buyer and Seller.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Agreement to be duly executed as of the day and year first above written.

"Buyer"

LOMITA PARTNERS, LLC, a California
limited liability company

By: Heartland Investments, Inc., its managing
member

By: 
Name: Kenneth R Ayerhoff
Title: VP

By: _____
Name: _____
Title: _____

"Seller"

Boeing Electron Dynamic Devices, Inc.

By: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Agreement to be duly executed as of the day and year first above written.

"Buyer"

LOMITA PARTNERS, LLC, a California
limited liability company

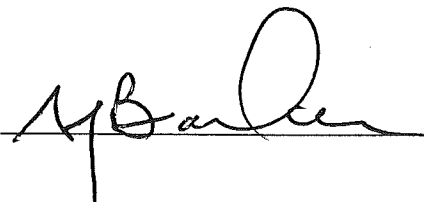
By: Heartland Investments, Inc., its managing
member

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"Seller"

Boeing Electron Dynamic Devices, Inc.

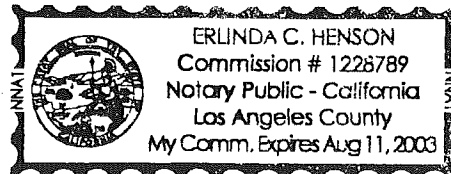
By: 
Name: Stephen J. Barker
Title: Authorized Signatory

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On DEC 26, 2001 before me, ERLINDA C. HENSON, a notary public in and for said State, personally appeared KENNETH R. AYEROFF, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Erlinda C. Henson



(Seal)

STATE OF _____)
)
COUNTY OF _____)

On _____ before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

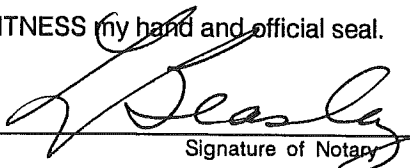
STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

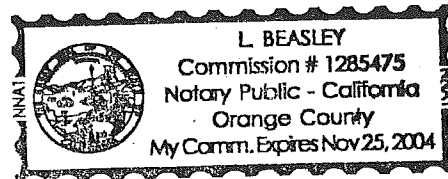
On December 24, 2001 before me, L. Beasley

a Notary Public in and for said County and State, personally appeared Stephen J. Barker

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary



STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____

a Notary Public in and for said County and State, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT A

DESCRIPTION OF PROPERTY

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH MEASURED VERTICALLY FROM THE SURFACE AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF PARCEL 2, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON PARCEL MAP NO. 2789, FILED IN BOOK 38 PAGE 82 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS IN OR UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH THE SURFACE OF OR THAT PORTION OF THE SUBSURFACE LYING 500 FEET VERTICALLY IN DEPT BELOW THE SURFACE THEREOF, AS RESERVED BY W. J. EARLY AND DAISY LEE EARLY, HIS WIFE, IN DEED RECORDED MAY 18, 1966 AS INSTRUMENT NO. 734 IN BOOK D-3307 PAGE 924, OFFICIAL RECORDS OF SAID COUNTY.